

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

GREAT HEALTHWORKS, INC.

Plaintiff,

v.

E.I. SALUD NATURAL, LLC, JOHN X,
JOHN Y, JOHN Z,

Defendants.

CIVIL NO. 17-cv-1774 (ADC)

RE: TRADEMARK INFRINGEMENT;
TRADE DRESS INFRINGEMENT;
TRADEMARK COUNTERFEITING;
FALSE DESIGNATION OF ORIGIN;
UNFAIR COMPETITION;
REQUEST FOR TEMPORARY
RESTRAINING ORDER;
SEIZURE ORDER; PRELIMINARY
AND PERMANENT INJUNCTION;
AND DAMAGES

**JOINT STIPULATION FOR VOLUNTARY DISMISSAL WITH PREJUDICE
OF ALL CLAIMS BASED ON SETTLEMENT AGREEMENT PURSUANT
TO FED. R. CIV. P. 41 (a)(1)(A)(ii) AND 41(c)**

TO THE HONORABLE COURT:

COME NOW, by and through the undersigned counsel, Great HealthWorks, Inc. [collectively “Plaintiff”] and E. I. Salud Natural, Inc. [collectively “Defendant”], and respectfully state and pray as follows:

1. The Plaintiff and the Defendant to this action have reached an agreement to completely settle and resolve all claims and causes of action against Defendant. This joint stipulation for voluntary dismissal is not deemed as any admission of liability by either Party or of any admission of any fact contested by them.

2. Complying with the terms of their settlement, the Parties thereby inform and stipulate the voluntary dismissal of all Pleadings and all causes of action pending before the court and jointly request that the court enter judgment of voluntary dismissal with prejudice of all of the Pleadings and all causes of action pending before the court without imposition of costs, expenses or attorneys fees.

3. Whereby FRCP 41 (a) allows for such dismissal as a matter of right, stating:

"(a) Voluntary Dismissal.

(1) By the Plaintiff.

(A) Without a Court Order. Subject to Rules 23(e), 23.1(c), 23.2, and 66 and any applicable federal statute, the plaintiff **may dismiss an action without a court order by filing:**

(i) a notice of dismissal before the opposing party serves either an answer or a motion for summary judgment; or

(ii) a stipulation of dismissal signed by all parties who have appeared."

4. The Plaintiff and the Defendant request that the judgment issued pursuant to this Joint Stipulation for Voluntary Dismissal be final and unappealable from the date that it is entered and served by the Clerk of the Court, but that it retain jurisdiction to enforce any of the terms of the Confidential Settlement Agreement.

WHEREFORE, the Plaintiff and the Defendants jointly pray that the Court grant this Joint Stipulation for Voluntary Dismissal with Prejudice and thereby order the entry of judgment of voluntary dismissal with prejudice of all of the Pleadings and all causes of action pending before the court without imposition of costs, expenses or attorneys fees.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 26th day of March, 2018.

GOLDMAN ANTONETTI & CORDOVA,
LLC.
GREAT HEALTHWORKS, INC. Counsel
P.O. Box 70364
SAN JUAN, PUERTO RICO 00936-8364
TEL. (787) 759-4119
FAX. (787) 474-2380
Email: rosanna.rivero@gaclaw.com

S/
ROSANNA RIVERO MARÍN
USDC-P.R. #225810

CARLOS MONTAÑEZ
E.I. SALUD NATURAL, INC. Counsel
PO Box 362555
San Juan, PR 00936-2555
Tel: (787) 726-0961/726-0876
E-mail: carlosmontanezlawoffice@gmail.com

S/
CARLOS E. MONTAÑEZ
USDC-PR No.202409